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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

TELEX
40367 A AND A

TELEFAX
(2) 393-2156

RECORDATION NO. 9383-B FILED 1425

AUG 1 1990 -1 05 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9383-C FILED 1425

AUG 1 1990 -1 05 PM

July 31, 1990

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 9383-A FILED 1425

AUG 1 1990 -1 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) original copies each of 1) a Bill of Sale dated as of June 1, 1990, 2) a Memorandum of Assignment Agreement dated as of June 1, 1990, and 3) a Bill of Sale, Assignment and Assumption dated as of June 29, 1990, secondary documents, as defined in the Commission's Rules for the Recordation of Documents.

The foregoing documents relate to the Equipment Lease Agreement dated as of May 1, 1978 between Westinghouse Leasing Corporation, Lessor, and Consolidated Rail Corporation, Lessee, and the railroad equipment thereunder (Recordation Number 9383, recorded on May 17, 1978).

The names and addresses of the parties to the enclosed documents are:

Bill of Sale and Memorandum of Assignment Agreement

Seller/Assignor: Westinghouse Leasing Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Buyer/Assignee: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Bill of Sale, Assignment and Assumption

Seller: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Handwritten notes:
C. C. Kappeler
C. C. Kappeler

RECORDATION NO. 9383 A
FILED 1423

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that WESTINGHOUSE LEASING CORPORATION, (hereinafter referred to as "Seller") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to it by WESTINGHOUSE CREDIT CORPORATION (hereinafter referred to as "Buyer"), has granted, bargained, sold, conveyed, transferred, assigned and delivered, and by these presents does grant, bargain, sell, convey, transfer, assign and deliver unto Buyer, its successors and assigns, all of its right, title and interest in certain equipment (herein called "the Equipment"), which is described in Schedule "A" annexed hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the Equipment by these presents bargained, sold and confirmed unto the Buyer, its successors and assigns, forever.

AND, Seller, for itself, its successors and assigns, does hereby covenant with Buyer that at the time of this sale, Seller had legal title to the Equipment, and at the time of delivery of Equipment to the Buyer, the Seller's title to the Equipment was free and clear of all liens, claims and encumbrances of any nature whatsoever, except the rights of the Lessee under the Existing Lease (as defined in Schedule A hereto).

IN WITNESS WHEREOF, Seller, intending to be legally bound, has caused this instrument to be executed in its name by an authorized officer as of this 1st day of June, 1990.

WESTINGHOUSE LEASING CORPORATION

By: [Signature]

Title: VP

0761/A8

RECORDATION NO. 9383 A
FILED 1423

AUG 1 1990 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that WESTINGHOUSE LEASING CORPORATION, (hereinafter referred to as "Seller") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to it by WESTINGHOUSE CREDIT CORPORATION (hereinafter referred to as "Buyer"), has granted, bargained, sold, conveyed, transferred, assigned and delivered, and by these presents does grant, bargain, sell, convey, transfer, assign and deliver unto Buyer, its successors and assigns, all of its right, title and interest in certain equipment (herein called "the Equipment"), which is described in Schedule "A" annexed hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the Equipment by these presents bargained, sold and confirmed unto the Buyer, its successors and assigns, forever.

AND, Seller, for itself, its successors and assigns, does hereby covenant with Buyer that at the time of this sale, Seller had legal title to the Equipment, and at the time of delivery of Equipment to the Buyer, the Seller's title to the Equipment was free and clear of all liens, claims and encumbrances of any nature whatsoever, except the rights of the Lessee under the Existing Lease (as defined in Schedule A hereto).

IN WITNESS WHEREOF, Seller, intending to be legally bound, has caused this instrument to be executed in its name by an authorized officer as of this 1st day of June, 1990.

WESTINGHOUSE LEASING CORPORATION

By:

Title: VP

0761/A8

SCHEDULE A

CONSOLIDATED RAIL CORPORATION

A. UNITS

Quantity

Description and Car Numbers

17

PACCAR 50 yard, 100-ton, side air, dump
cars manufactured in 1978, CR 53501-53517.

B. EXISTING LEASE

1. Equipment Lease Agreement by and between Consolidated Rail Corporation and Westinghouse Leasing Corporation dated as of May 1, 1978.

0761/A6

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

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) SS:
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On this 28th day of June, 1990, before me, personally appeared B. W. Cashman, to me personally known, who being by me duly sworn, says that he is a Vice President of Westinghouse Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Ann Kelleher
Notary Public

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